

PROJECT: VLT-435-301PE, -501C

SECTION: Cottonwood Streets

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF COTTONWOOD

A.G. CONTRACT NO. KR87-2590

THIS AGREEMENT entered into this 3rd day of November, 1987, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State" and the CITY OF COTTONWOOD, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

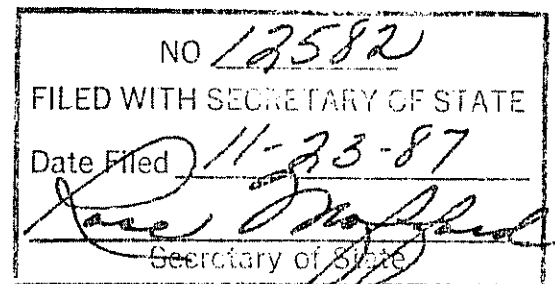
WHEREAS, City is empowered by Sections 11-952 and 48-572 Arizona Revised Statutes and City of Cottonwood Charter Section 2-1-2 to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute the same on behalf of City; and

WHEREAS, State intends to construct roadway improvements to U.S. 89A from Milepost 351.4 to Milepost 353.4, including improvements outside State right-of-way for U.S. 89A at Black Hills Drive and Verde Heights Drive; and

WHEREAS, City desires improved traffic circulation within the City and desires construction of roadway improvements outside of State right-of-way for U.S. 89A at Black Hills Drive and Verde Heights Drive; and

WHEREAS, it is to the mutual benefit of State and City to enter into an agreement specifying their respective responsibilities relative to construction of roadway improvements outside State right-of-way for U.S. 89A at Black Hills Drive and Verde Heights Drive; and

WHEREAS, the total cost to construct said roadway improvements outside State right-of-way for U.S. 89A is estimated to be THIRTY-THREE THOUSAND DOLLARS (\$33,000) as detailed on Exhibit A attached hereto and made a part hereof and City agrees to bear the total cost for construction of said improvements, including all costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor.



THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for roadway improvements for U.S. 89A from Milepost 351.4 to Milepost 353.4.
2. Include in the project improvements the construction of City-requested roadway improvements outside State right-of-way for U.S. 89A at Black Hills Drive and Verde Heights Drive.
3. Provide plans for roadway improvements outside State right-of-way for U.S. 89A at Black Hills Drive and Verde Heights Drive to City for review.
4. Accept right-of-entry from City for construction of said roadway improvements outside State right-of-way for U.S. 89A.
5. Contract for construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.
6. Upon completion of construction of said roadway improvements outside State right-of-way for U.S. 89A, submit a detailed breakdown to City for all construction costs related to said roadway construction and a bill for said costs.

CITY SHALL:

1. Acquire all necessary right-of-way for construction of roadway improvements to Black Hills Drive and Verde Heights Drive outside existing State right-of-way for U.S. 89A.
2. Grant to State all necessary rights-of-entry to construct roadway improvements to Black Hills Drive and Verde Heights Drive outside State right-of-way for U.S. 89A.
3. Review plans prepared by State for construction of roadway improvements outside State right-of-way for U.S. 89A at Black Hills Drive and Verde Heights Drive.
4. Within 60 days of receipt of bill for said roadway improvements outside of State right-of-way, remit to State payment in full for amount billed.
5. Upon completion of construction, assume maintenance responsibilities for said roadway improvements outside State right-of-way.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

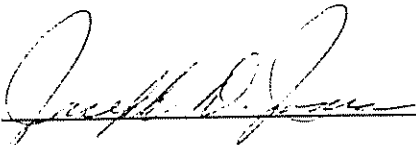
In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.


Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Determination.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COTTONWOOD

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY:   
TITLE: Mayor

BY:   
W. O. Ford  
State Engineer

ATTEST: 

PROJECT: VLT-435-301PE, -501C

SECTION: Cottonwood Streets

EXHIBIT A

TO

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF COTTONWOOD

Estimated Costs for Improvements Outside State  
Right-of-Way for U.S. 89A  
at Black Hills Drive and Verde Heights Drive

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Aggregate base, Class B	404 C.Y.	\$15.00/C.Y.	\$ 6,060
Asphalt Cement (AC-30)	23 Tons	\$200.00/Ton	4,600
Bituminous Tack Coat	1 Ton	\$200.00/Ton	200
Apply Bituminous Tack Coat	1 Hr	\$124.00/Hr	124
Asphaltic Concrete (1/2" Mix)	386 Ton	\$18.00/Ton	6,948
Grading Roadway for Pavement	3,767 S.Y.	\$4.00/S.Y.	<u>15,068</u>
	TOTAL		\$ 33,000

RESOLUTION NUMBER 1019

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA REGARDING ROADWAY IMPROVEMENTS ON U.S. 89-A AT BLACK HILLS DRIVE AND VERDE HEIGHTS DRIVE.

WHEREAS, the Arizona Department of Transportation intends to construct roadway improvements to U.S. 89-A from mile post 351.4 to mile post 353.4, including improvements outside the State right-of-way for U.S. 89-A at Black Hills Drive and Verde Heights Drive in the City of Cottonwood; and

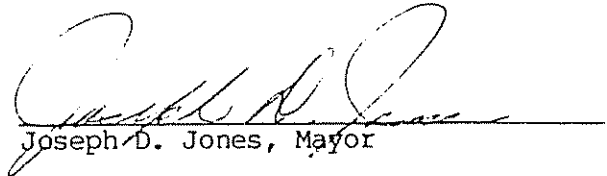
WHEREAS, City desires improved traffic circulation within the City and desires construction of the aforementioned roadway improvements; and

WHEREAS, the total cost to construct roadway improvements outside the State right-of-way is estimated to be thirty-three thousand dollars (\$33,000.00), and Cottonwood is willing to bear the cost of such improvements; and

WHEREAS, it is to the mutual benefit of the State of Arizona and Cottonwood to enter into an Agreement specifying their respective responsibilities relative to construction of the aforementioned roadway improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, that the Intergovernmental Agreement between the State of Arizona and the City of Cottonwood regarding roadway improvements on U.S. 89-A at Black Hills Drive and Verde Heights Drive is hereby adopted and approved.


PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 20TH DAY OF OCTOBER, 1987.

  
Joseph D. Jones, Mayor

ATTEST:

  
Charles F. Sweet, City Manager/Clerk

APPROVED AS TO FORM AND CONTENT:

  
Mangum, Wall, Stoops & Warden  
City Attorneys

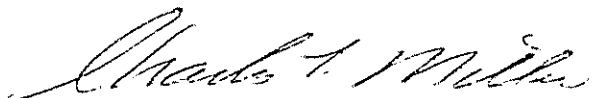
PROJECT: VLT-435-301PE, -501C

SECTION: Cottonwood Streets

RESOLUTION

BE IT RESOLVED on this 5<sup>th</sup> day of October, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with the City of Cottonwood for design and construction of roadway improvements for Black Hills Drive and Verde Heights Drive at their intersection with U.S. 89A.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

  
Charles Miller, Director  
Arizona Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

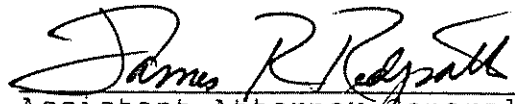
DETERMINATION

A. G. Contract No. KR87-2590, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17<sup>th</sup> day of November, 1987.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division